

# EXHIBIT 1-A



You are entitled and encouraged to express your point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within the Company.

**(10) Arbitration; Choice of Law**

Any controversy or claim arising out of or relating to the employment relationship created between the employer (Thermo Tech Mechanical, Inc.) and employee (you), including all topics covered in this Employee Manual, and the interpretation of this Manual, or any alleged breach of it, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, with such arbitration to take place in the County of Bronx, New York with an agreed upon arbitrator. If the parties cannot agree on an arbitrator, a court of competent jurisdiction shall appoint an arbitrator at the request of either party. Although the parties shall initially bear the cost of arbitration equally to the extent permitted by applicable law, the prevailing party, if any, as determined by the arbitrator at the request of the parties which is hereby deemed made, shall be entitled to reimbursement for its share of cost and reasonable attorneys' fees, as well as interest at the statutory rate. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator in such proceeding shall in final, binding, and non-appealable.

This Manual shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of New York.

Please be sure to sign, date, and return this form to your supervisor after reading this Employee Manual; doing so is a prerequisite for employment with Thermo Tech Mechanical, Inc.